

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

MICKEY FINCHER,

Plaintiff,

v.

CENTURY SURETY COMPANY,

Defendant.

Case No. 4:13-cv-01783

**MOTION TO ENFORCE SETTLEMENT AND FOR SANCTIONS AGAINST
DEFENDANT CENTURY SURETY COMPANY**

COMES NOW Plaintiff, by and through counsel, Mark T. Bishop of the Wegmann Law Firm, and moves the Court to enter an order enforcing the settlement of the above-captioned action.

In support of this motion, counsel states as follows:

1. Plaintiff is a resident of Missouri and was and is the Plaintiff in the original action in the above-captioned cause.
2. Defendant is a duly organized and existing corporation engaged in the business of insurance, having offices for the transactions of its usual and customary business in Missouri.
3. On or about August 20, 2014, Plaintiff and Defendant, through their respective counsels and as their authorized agents, entered into an agreement supported by consideration to settle the original action brought by Plaintiff.
4. The terms of the settlement were that Defendant was to pay Plaintiff the sum of \$162,500.00 and Plaintiff was to execute a full and complete written release of all claims against Defendant.
5. This settlement was reduced to writing, attached as Exhibit 1.

6. The terms of the agreement were such that the Defendant would provide a release within two weeks of August 20, 2014 for Plaintiff to execute and return to Defendant.

7. Said release was not delivered to Plaintiff until two weeks and two days from the date of the mediation, on September 5, 2014.

8. The settlement agreement provided for the payment of the settlement by Defendant to Plaintiff within two weeks of the receipt by Defendant of the executed release.

9. The release was delivered to Defendant's attorney by e-mail and through regular mail sent on September 8, 2014.

10. Plaintiff has tendered to Defendant an executed and complete release of claims in a form demanded by Defendant and has otherwise fully performed the terms of the settlement agreement.

11. To date, Defendant has failed and refused, despite demand, to pay to Plaintiff the sum of \$162,500.00 as provided by the Parties' agreement.

WHEREFORE Plaintiff prays that this Court enter an order and judgment compelling Defendant to pay the sum of \$162,500.00 to Plaintiff, with interest at the legal rate, plus the costs and attorney fees for the filing of this motion to enforce settlement, and to accept the release heretofore tendered by Plaintiff, and for such other and further relief as this Court shall deem just and proper.

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